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RECORDATION NO.

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INTERSTATE COMMERCE COMMISSION

FIRST SUPPLEMENT TO SECURITY AGREEMENT (TRUST DEED)

Dated as of January 15, 1975

From

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON,

as Debtor

To

FIRST NATIONAL BANK OF MINNEAPOLIS,

as Security Trustee

(N.A.C. Trust No. 74-1)

FIRST SUPPLEMENT TO SECURITY AGREEMENT (TRUST DEED)

FIRST SUPPLEMENT dated as of January 15, 1975 between FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association (the "Debtor"), whose post office address is Post Office Box 712, Evanston, Illinois 60204 and FIRST NATIONAL BANK OF MINNEAPOLIS (the "Security Trustee") whose post office address is 120 South Sixth Street, Minneapolis, Minnesota 55480;

WITNESSETH:

WHEREAS, the defined terms used in this First Supplement shall have the respective meanings indicated in the Security Agreement (Trust Deed) hereinafter referred to.

WHEREAS, the Debtor has heretofore executed and delivered a Security Agreement (Trust Deed) dated as of August 15, 1974 (the "Original Security Agreement") to the Security Trustee as security for the payment in full of all principal of and premium, if any, and interest on the Interim and Term Secured Bonds of the Company not exceeding \$2,240,000 in aggregate principal amount issued or to be issued under the separate and several Interim and Term Loan Agreements each dated as of August 15, 1974 between the Company and the Lenders.

WHEREAS, all requirements of law have been fully complied with and all other acts and things necessary to make this First Supplement a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed.

NOW, THEREFORE, the Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Security Trustee and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest on all Bonds issued or to be issued under the Interim Loan Agreement as amended by the First Amendment thereto and the Term Loan Agreements according to their tenor and effect and to secure the payment of all other indebtedness secured by the Original Security Agreement as supplemented hereby and the performance and observance of all the covenants and conditions contained in the Bonds, the

Original Security Agreement as supplemented hereby and the Interim Loan Agreement as amended by the First Amendment thereto and the Term Loan Agreements, does hereby grant to the Security Trustee, its successors in trust and assigns, forever, a security interest in and to the properties, rights, interests and privileges described in the Original Security Agreement (therein and hereinafter sometimes referred to as the "Collateral").

SUBJECT, HOWEVER, to the interest of the Lessee under the Lease, and the lien of current taxes and assessments not in default (but only if such taxes are entitled to priority as a matter of law) or, if delinquent, the validity of which is being contested in good faith.

TO HAVE AND TO HOLD the Collateral unto the Security Trustee, its successors and assigns, forever, IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all present and future holders of the Bonds without preference, priority or distinction of any Bond over any other Bond by reason of priority at the time of issue, sale, negotiation, date of maturity thereof or otherwise for any cause whatsoever; provided, always, however, Company shall pay or cause to be paid all the indebtedness thereby secured and shall observe, keep and perform all the terms and conditions, covenants and agreements contained in the Original Security Agreement as supplemented hereby and in the Interim Loan Agreement as amended by the First Amendment thereto and the Term Loan Agreements and in the Bonds, then these presents and the estate hereby granted and conveyed shall cease and the Original Security Agreement as supplemented hereby shall become null and void; otherwise the Original Security Agreement as supplemented hereby shall remain in full force and effect.

SECTION 1. AMENDMENTS TO THE ORIGINAL SECURITY AGREEMENT.

1.1. The date "January 31, 1975" which appears in the second "WHEREAS" clause of the Original Security Agreement shall be amended and changed to "May 22, 1975".

1.2. The third "WHEREAS" clause of the Original Security Agreement shall be amended and changed to read as follows:

"WHEREAS, the Company has entered into separate and several Term Loan Agreements each dated as of August 15, 1974 (the "Term Loan Agreements") providing

for the several commitments of the institutional lenders (the "Term Lenders") named in the Term Loan Agreements to make loans to the Company on or prior to May 22, 1975 not exceeding the aggregate principal amount for each Term Lender respectively set forth in Schedule 1 to the Term Loan Agreements to be evidenced by Secured Bonds (the "Term Bonds") of the Company expressed to bear interest at the rate of 11.5% per annum prior to maturity, to be expressed to mature in 40 semiannual installments including both principal and interest on May 22 and November 22 in each year commencing November 22, 1975 to and including May 22, 1995, and to be otherwise substantially in the form of Exhibit A to the Term Loan Agreements."

1.3. The definitions of "Bond Mortgage and Security Agreement," "Lease," and "Loan Agreements" contained in Section 1 of the Security Agreement shall be amended and changed to read respectively as follows:

"Bond Mortgage and Security Agreement" shall mean the Bond Mortgage and Security Agreement (Trust Deed) dated as of August 15, 1974 from the Company to the Security Trustee, as the same may from time to time be supplemented or amended.

"Lease" shall mean the Equipment Lease dated as of August 15, 1974 among the Debtor, as lessor, and the Lessee, as lessee, as the same may from time to time be supplemented or amended.

"Loan Agreements" shall mean the separate and several Interim and Term Loan Agreements each dated as of August 15, 1974 between the Company and the Lenders, as the same may from time to time be supplemented or amended."

SECTION 2. MISCELLANEOUS.

2.1. This First Supplement shall be construed in connection with and as part of the Original Security Agreement and all terms, conditions and covenants contained in the Original Security Agreement except as herein modified shall be and remain in full force and effect.

2.2. This First Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

2.3. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this First Supplement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this First Supplement to be executed all as of the day and year first above written.

FIRST NATIONAL BANK AND TRUST COMPANY
OF EVANSTON

By *C. M. Tilden* *Vice Pres.*
DEBTOR

[SEAL]
ATTEST:

Robert J. Ross, Asst. Cashier

FIRST NATIONAL BANK OF MINNEAPOLIS,
Security Trustee as aforesaid

By *C. M. Tilden* **C. M. TILDEN**
VICE PRESIDENT SECURITY TRUSTEE

[SEAL]
ATTEST:

J. L. Anderson **J. L. ANDERSON**
Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 19th day of May, 1975, before me personally appeared Owen M. Hupert, to me personally known who, being by me duly sworn, said that he is vice president of FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, that the seal affixed to the foregoing instrument is the corporate seal of said Bank, that said instrument was signed and sealed on behalf of said Bank this day by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.

W. A. Ott
Notary Public

My Commission Expires May 1, 1978.

MINNESOTA

STATE OF ~~ILLINOIS~~)
) SS
COUNTY OF ~~C O O K~~)
HENNEPIN

On this 20th day of May, 1975, before me personally appeared C. M. TILDEN to me personally known who being by me duly sworn said that he is VICE PRESIDENT of the FIRST NATIONAL BANK OF MINNEAPOLIS, that the foregoing instrument was signed by him this day on behalf of and by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.

J. A. Quale
Notary Public

My Commission Expires _____

